

AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES

**(PIGGY BACK AGREEMENT TO SERVICES AGREEMENT
BETWEEN TOWN OF OAKLAND AND COLIN BAENZIGER & ASSOCIATES)**

THIS AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES (this “Agreement”) is entered into by and between the CITY OF BELLE ISLE, a Florida municipal corporation, whose address is 1600 Nela Avenue, Belle Isle, Florida ____ (hereinafter referred to as “City”), and COLIN BAENZIGER & ASSOCIATES, a Florida registered fictitious name, whose address is 12970 Dartford Trail, Suite 8, Wellington, FL 33414 (hereinafter referred to as “CONTRACTOR”).

WHEREAS, the City desires to engage an independent contractor to provide executive recruitment services to assist the City Council in hiring a City Manager; and

WHEREAS, the Town of Oakland (“Oakland”) has previously selected CONTRACTOR through the competitive procurement process to provide Oakland with executive recruitment services and Oakland entered into that certain Contract dated March 2, 2023 to provide such services, a true and accurate copy of which is attached hereto as **Exhibit “A”** and incorporated herein by this reference (collectively herein “Original Government Contract”); and

WHEREAS, the City has reviewed the procurement documents concerning Oakland’s procurement of CONTRACTOR’s services and agrees with the process and the selection of CONTRACTOR; and

WHEREAS, the City has reviewed the Original Government Contract and has found the terms and conditions as set out in the such contract to be reasonable, acceptable and of benefit to the City’s citizens; and

WHEREAS, the City has determined that use and procurement of CONTRACTOR’s services pursuant to the terms and conditions of the Original Government Contract by piggybacking on such contract is cost-effective and in the best interest of the City; and

NOW THEREFORE, for good and valuable consideration, which the parties acknowledge, the City and CONTRACTOR agrees to enter into and does hereby enter into this Agreement as set forth herein:

1. **RECITALS:** The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.

2. **SERVICES.** CONTRACTOR, as an independent contractor and consultant, shall provide the City executive recruitment services to assist the City Council in finding a new City Manager in accordance with the terms and conditions of the Original Government Contract between Oakland and CONTRACTOR attached hereto as **Exhibit “A,”** except that the “City of Belle Isle” shall be substituted for the “Town” and references to “Town of Oakland.” For services rendered by CONTRACTOR to the City, the City shall pay CONTRACTOR up to \$32,500.00 as and when specified in the Original Government Contract based on when certain task are completed by CONTRACTOR. The date of final completion for services by CONTRACTOR under this Agreement is to be upon the City Council’s hiring of a new City Manager. Except to the extent they conflict with this Agreement, the scope of services, terms and conditions of the Original Government Contract are hereby incorporated into this Agreement as material terms and conditions. In the event the terms of this Agreement conflict with the terms of the Original Government Contract, the terms of this Agreement shall control to the extent of the conflict. The City shall have no liability or responsibility for or concerning CONTRACTOR’s services performed for Oakland or any other party.

3. **TERM/TERMINATION.** The term of this Agreement shall be from the Effective Date until completion of the services, unless terminated earlier. This Agreement may be terminated in the same manner as specified in the Original Government Contract.

4. **INSURANCE.** Within ten (10) days from the Effective Date and prior to rendering services to the City, CONTRACTOR shall provide the City with certificates of insurance evidencing insurance coverage required by the Original Government Contract. CONTRACTOR shall maintain required insurance coverage during the term of this Agreement.

5. **Public Records Act.** The public records act provisions of the Original Government Contract and the CONTRACTOR's duties thereunder are incorporated herein, except for the Eustis specific information which is substituted with the following: **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Yolanda Quiceno, City Clerk, 1600 Nela Avenue, Belle Isle, Florida 32809; Email: yquiceno@belleislefl.gov.**

6. **Notice.** Whenever in this Agreement it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and sent by certified or registered mail, return receipt requested, and addressed to the addresses listed in the first paragraph of this Agreement.

7. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date when the last of the parties has executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year entered by the last party executing this Agreement as written below.

Colin Baenziger & Associates

CITY OF BELLE ISLE, a Florida
municipal corporation

By: Colin Baenziger – Owner/Principal

By: Nicholas Fouraker, Mayor

Date: _____

Date: _____